

Town of Leeds

Agenda Town of Leeds Town Council Wednesday, January 10, 2018

PUBLIC NOTICE is hereby given that the Town of Leeds Town Council will hold a **PUBLIC MEETING** on Wednesday, January 10, 2018 at 7:00pm. The Town Council will meet in the Leeds Town Hall located at 218 N Main, Leeds, Utah.

NOTE: IF YOU WISH TO SPEAK DURING CITIZEN COMMENT, PLEASE SIGN IN WITH THE RECORDER.

Regular Meeting 7:00pm.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Oath of Office for Mayor Peterson, Councilmember Roberts and Councilmember Stirling
4. Declaration of Abstentions or Conflicts
5. Consent Agenda:
 - a. Tonight's Agenda
 - b. Meeting minutes of December 13, 2017
5. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
6. Announcements:
 - a. Business Licenses renewal due by February 1st
 - b. Dog License renewal due by January 31st
7. Public Hearings:
8. Action Items:
 - a. Discussion and possible action on the BLM Easement for road right-of-way and utilities for Silver Pointe Estates
 - b. Appointment to Planning Commission, Stephen Wilson, term ending June 30, 2022
 - c. Resolution 2018-01, representative to serve on the Administrative Control Board of Washington County Special Service District NO. 1
 - d. Approval of Main Street curb and gutter agreement with UDOT
 - e. Discussion and possible action on co-operative slurry seal project with Hurricane City
 - f. Selection of Mayor Pro-Tem
9. Discussion Items:
 - a. Potential purchase of backhoe
 - b. Unrestricted fund balance
 - c. Codification
 - d. Discussion of next steps regarding chicken ordinance that did not get approved
 - e. Nuisance Ordinance 2017-03
10. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
11. Staff Reports:
12. Closed Meeting: A Closed Meeting may be held for any item identified under Utah Code section 52-4-205.
13. Adjournment:

The Town of Leeds will make reasonable accommodations for persons needing assistance to participate in this public meeting. Persons requesting assistance are asked to call the Leeds Town Hall at 879-2447 at least 24 hours prior to the meeting.

The Town of Leeds is an equal opportunity provider and employer.

Certificate of Posting:

The undersigned Clerk/Recorder does hereby certify that the above notice was posted January 4, 2018 at these public places being at Leeds Town Hall, Leeds Post Office, the Utah Public Meeting Notice website <http://pnm.utah.gov> and the Town of Leeds website

www.leedstown.org

A handwritten signature in cursive script, appearing to read "Kristi Barker", written in black ink. The signature is fluid and extends to the right with a long, sweeping tail.

Kristi Barker, Clerk/Recorder

Town of Leeds

Town Council Meeting for December 13, 2017

1. Call to Order:

Mayor Peterson called to order the work meeting of the Leeds Town Council at 6:03pm on December 13, 2017 at Leeds Town Hall, 218 N Main.

ROLL CALL:

	<u>Present</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	<u>x</u>	<u> </u>
COUNCILMEMBER: RON CUNDICK	<u>x</u>	<u> </u>
COUNCILMEMBER: ANGELA ROHR	<u>x</u>	<u> </u>
COUNCILMEMBER: ELLIOTT SHELTMAN	<u>x</u>	<u> </u>
COUNCILMEMBER: NATE BLAKE	<u> </u>	<u>x</u>

2. Discussion on Nuisance Ordinance 2017-03

Town Council discussed the Nuisance Ordinance.

Ralph Rohr discussed the edits to the Nuisance Ordinance that he proposed.

3. Call to Order:

Mayor Peterson called to order the regular meeting of the Leeds Town Council at 7:00pm on December 13, 2017 at Leeds Town Hall, 218 N Main.

4. Pledge of Allegiance by Councilmember Cundick.

5. Declaration of Abstentions or Conflicts: None.

6. Approval of Agenda:

Councilmember Cundick moved to approve tonight's agenda and meeting minutes of November 8, 2017. 2nd by Councilmember Sheltman. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
COUNCILMEMBER: RON CUNDICK	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
COUNCILMEMBER: ANGELA ROHR	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
COUNCILMEMBER: ELLIOTT SHELTMAN	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
COUNCILMEMBER: NATE BLAKE	<u> </u>	<u> </u>	<u> </u>	<u>x</u>

7. Citizen Comments:

Ralph Rohr stated he supports the proposed chicken ordinance and discussed it further.

Dave Harbor indicated in Rural Residential half acre, you are allowed to have 2 chickens and citizens have violated that. He continued to discuss it and does not think you should have chickens all over town.

Gary Rosenfield stated it is frustrating that Leeds does not have a chicken ordinance that allows the freedom of our surrounding municipality's. In the Leeds General Plan one of the community goals is the continuation of agriculture, keeping of animals and maintenance of farming and gardens. He continued to discuss it and is in favor of allowing chickens.

JW McKain, gave an example of something that has been done for over 150 years and wondered how you can change it now. It seems chickens falls on the side of those who were here first.

Darryl Lewis, indicated we are in the 21st century and things are not like they were a century ago; therefore, what is done here, has to stand the test of time. You have to look at the entire population of the Town, as a total, not just a group of people who what want it one way.

Susan Savage, indicated when her dad was Mayor in 1970 the concept of zoning came in and citizens were upset, but as time passed the demographics of growth, it has brought in different people. She proposed finding some property that people could raise their chickens on.

8. Announcements:

Mayor Peterson announced the following:

- a. Biennial trash rate change to \$12.90 monthly, which is \$38.70 quarterly

9. Public Hearings: None.

10. Action Items:

- a. BLM Easement for road right-of-way and utilities for Silver Pointe Estates

Rick Sant one of the owners of Silver Pointe Estates asked the Town to submit an application for a 65 foot easement from the BLM for a water line and roadway.

Town Council discussed it with Rick and determined that a 65 foot easement is too wide; however, for a water line, a 15 foot easement would be required and could be used as an emergency road only. Town Council asked Rick to resubmit an application with only a 15 foot easement.

- b. Proposed Land Use Ordinance 2017-06, Chapter 25, Backyard Chickens

Mayor Peterson indicated this item and the two following it, 8c and 8d passed Planning Commission with a 3 to 2 vote. They are all related; therefore, I am looking for a motion to combined agenda items 8b, 8c and 8d.

Councilmember Cundick made a motion to combine them. 2nd by Councilmember Rohr. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	x	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	x	_____	_____	_____
COUNCILMEMBER: ELLIOTT SHELTMAN	x	_____	_____	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	x

Councilmember Rohr made a motion to approve the proposed Land Use Ordinance Changes for Chapter 25, 13 and 14 as submitted.

Councilmember Blake phoned into the meeting.
Time 7:51pm.

2nd by Councilmember Blake.

Councilmember Blake indicated everyone he has talked to wants the Ordinance.

Councilmember Rohr discussed a sheet that she had made that compared what surrounding municipalities allow in regards to chickens.

Councilmember Cundick, asked Angela if she needs to declare a conflict on this.

Councilmember Rohr, replied she does have chickens; however, she owns property outside of Leeds that they are on. So for the record, this is not a problem for me, so no.

Councilmember Cundick, stated he does not have a problem with chickens; however, we need to look at what is best for Leeds. If you are in violation of the Ordinance, that complicates things. He thinks there needs to be a reasonable balance on this. With Rural Residential more latitude could be given; however, quarter acres are too small and the numbers of chickens allowed in the proposed ordinance are too high

Councilmember Cundick and Councilmember Blake discussed CC&Rs and how they would affect the Chicken Ordinance.

Councilmember Cundick continued discussing the ordinance and stated enforcement is a problem, as well as, the fine assigned, amendments would need to be made before he would consider it.

Councilmember Sheltman, wondered if anybody in the room has ever lived next to 30 chickens and gave an example of the noise they create. Enforcement is a problem with chickens and he did some research of what is involved with taking care of them. If enforcement was in place, he might consider it. Like Susan suggested, co-op somewhere might be an option.

Mayor Peterson, stated it is not that he is against chickens, but there is a difference between rural residential, versus residential. His wife is allergic to horses and when they purchased their home, they had to rule out any rural residential because of it; however, in rural residential, the number of chickens allowed could be revisited. He did some research on how many eggs a chicken produces and it was 4 eggs, so per week, 4 eggs per hen with 30 hens, that is 120 eggs per week. He does not think it is fair to the people who did their research and picked a certain area that do not allow this. He does not think it is a bad thing to have chickens in Leeds, but they should remain where they have been laid out in rural residential; therefore, he does not support it in its current form.

Town Council continued to discuss it.

Motion failed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	_____	x	_____	_____
COUNCILMEMBER: RON CUNDICK	_____	x	_____	_____
COUNCILMEMBER: ANGELA ROHR	x	_____	_____	_____
COUNCILMEMBER: ELLIOTT SHELTMAN	_____	x	_____	_____

Councilmember Blake left the meeting.
Time 8:25pm

- c. Proposed Ordinance 2017-04, consider amendment to Land Use Ordinance 2008-04, Chapter 13, Rural Residential District
- d. Proposed Ordinance 2017-05 consider amendment to Land Use Ordinance 2008-04, Chapter 14, Residential Districts
- e. Ordinance 2017-07, 2018 meeting schedule
Mayor Peterson discussed the Ordinance. In July, no planning commission meeting has been scheduled because of the 4th of July; however, they can schedule one if needed.

Mayor Peterson asked for a motion to approve the 2018 meeting calendar as proposed. Councilmember Rohr, I so move. 2nd by Councilmember Sheltman. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	x	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	x	_____	_____	_____
COUNCILMEMBER: ELLIOTT SHELTMAN	x	_____	_____	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	x

11. Discussion Items:

- a. Main Street storm water update
Councilmember Sheltman indicated there is no update.

12. Citizen Comments:

Dave Harbor indicated he would like to discuss what Rick Sant was talking about. The Town has a master road plan that was made to solve the many road problems the Town has and the real problem is on the west side, it needs an emergency exit. With SPE easement request, a 66 foot right-of-way is what you want.

Darryl Lewis, stated as he heard it tonight, with the proposed easement requested by SPE, they requested the Town go to the BLM with it and for the Town to act on a private citizen's request is wrong. With tonight's agenda, none of the information that was on it was posted anywhere that citizens could read it. He asked for more transparency.

Gary Rosenfeld, stated he heard tonight that Town Council is willing to work with Angela on the chicken ordinance and asked if councilmembers are willing to work with her on it. Mayor Peterson, replied he is willing to work on it. Gary Rosenfeld, it has already been a few months with plenty of time to work on this. Councilmember Cundick indicated he is willing.

Cynthia Neubauer wrote a letter a few months ago expressing concern about people camping by the creek on Oak Grove.

Mayor Peterson replied that if she sees it, to contact the sheriff so it can be addressed when they are camping there.

Town Council continued to discuss it with Cynthia.

Manuel Goy thanked Council for the decision tonight on chickens and he liked Susan's idea about having a place to go to raise chickens. He asked if the exit ramp striping could be changed.

Mayor Peterson, it has been pointed out to me that action item 8f was missed. The Mayor discussed the item.

f. Approval of minutes of Board of Municipal Canvassers from Canvass on November 17, 2017

Mayor Peterson asked for a motion to approve the minutes of the board of canvassers from canvass on November 17, 2017.

Councilmember Rohr, I so move. 2nd by Councilmember Cundick. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	x	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	x	_____	_____	_____
COUNCILMEMBER: ELLIOTT SHELTMAN	_____	_____	x	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	x

13. Staff Reports:

Curtis Nielson gave an update on the Main Street curb and gutter project.

Councilmember Rohr indicated some repairs will need to be made on Silver Reef Road before March when the roads will be resurfaced.

Councilmember Rohr stated she has served on Council for the last eight years and thank you for letting her serve; she had the town's best interest at heart.

Councilmember Cundick indicated this was his last meeting and thank you.

Mayor Peterson thanked them both for their service.

Mayor Peterson indicated he was elected as chairman for the Hurricane Valley Special Service District.

Mayor Peterson, we have the General Plan results and Chairman Poast requested a joint meeting with Councilmembers to go over the results.

Councilmember Rohr, a new representative will need to be appointed to the Washington County Solid Waste Board before February's meeting.

14. Closed Meeting

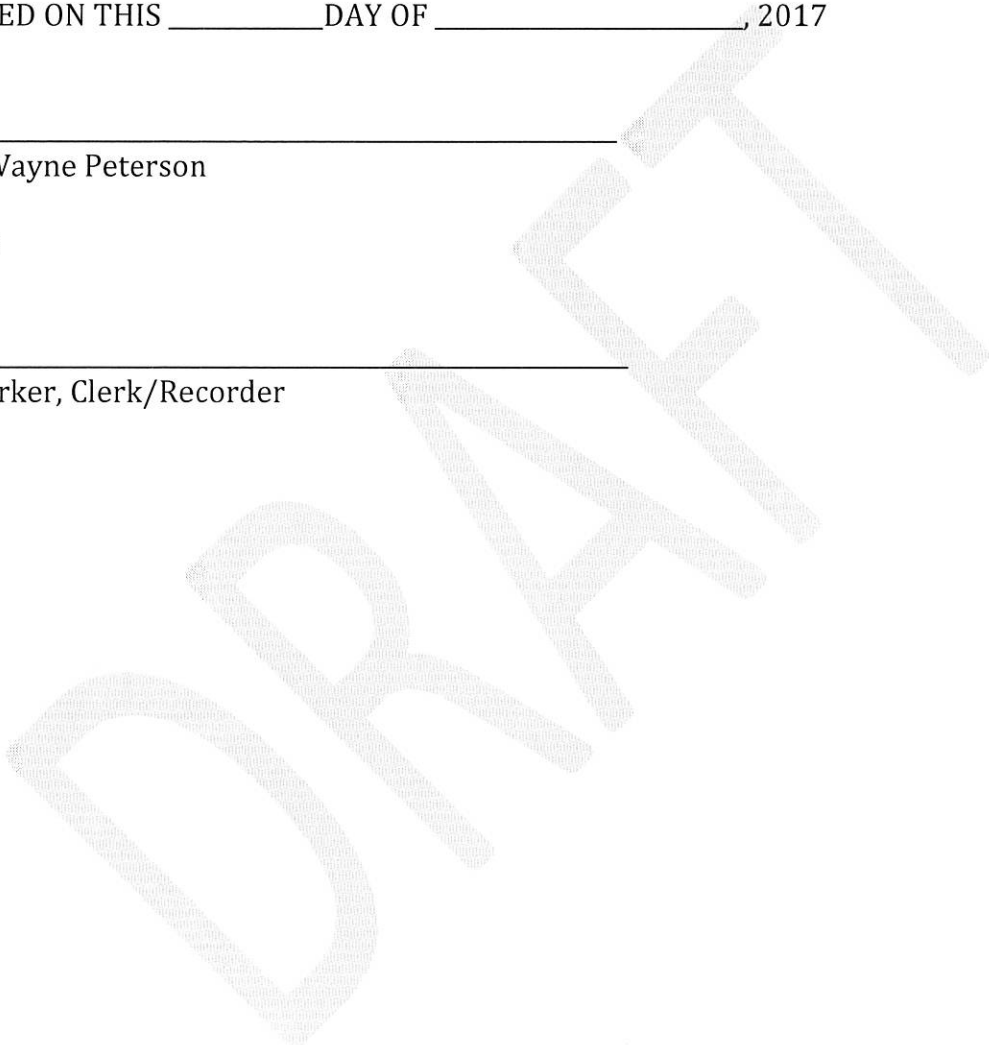
15. Adjournment:
Mayor Peterson adjourned the meeting.
Time: 8:56pm.

APPROVED ON THIS _____ DAY OF _____, 2017

Mayor, Wayne Peterson

ATTEST:

Kristi Barker, Clerk/Recorder



TOWN OF LEEDS

RESOLUTION 2018-01

A RESOLUTION OF THE TOWN COUNCIL OF LEEDS, UTAH, APPROVING THE DESIGNATION OF A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 FOR THE CALENDAR YEAR 2018 OR UNTIL SUCH TIME AS A SUCCESSOR HAS BEEN APPOINTED.

WHEREAS, Washington County Special Service District No. 1 was created by the Washington County Commission for the purpose of providing solid waste collection and disposal services for residents in Washington County, Utah, including the residents of Leeds, Utah; and

WHEREAS, said District is governed by an Administrative Control Board made up of members appointed by the various cities and towns within the boundaries of the district; and

WHEREAS, the Town of Leeds desires to designate a person to serve on said Administrative Control Board as the representative for the Town of Leeds during the calendar year 2018 or until such time that a successor has been designated and appointed; and

WHEREAS, all legal requirements pertaining to the designation of said representative have been met; and

WHEREAS, Leeds Town Council deems it necessary and desirable for the preservation of the public health, safety and welfare.

BE IT HEREBY RESOLVED, by the Town Council of Leeds, Utah that _____, a Councilmember of Leeds, Utah, shall be, and is hereby, designated to serve as Leeds's representative on the Administrative Control Board of Washington County Special Service District No. 1 for the calendar year 2018 or until such time that a successor has been designated and appointed.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, UTAH, THAT the Leeds Town Council held an open and public meeting on January 10, 2018 and by vote did approve Resolution 2018-01.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	_____	_____	_____	_____
COUNCILMAN: ALAN ROBERTS	_____	_____	_____	_____
COUNCILMAN: DANIELLE STIRLING	_____	_____	_____	_____
COUNCILMAN: ELLIOTT SHELTMAN	_____	_____	_____	_____
COUNCILMAN: NATE BLAKE	_____	_____	_____	_____

ADOPTED AND APPROVED THIS 10th DAY OF JANUARY, 2018.

Wayne Peterson, Mayor

Attest:

Kristi Barker, Clerk/Recorder



**State of Utah
Department of Transportation**

Cooperative Agreement Local Agency Performing Work for UDOT	Project Description: SR-228 Leeds Town Curb & Gutter, Phase 2	\$60,000
	Local Agency: Leeds Town	
Pin: 16238 Project: S-0228(5)1		Date Executed

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Leeds Town, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

UDOT requested that the Work be included in the Local Agency's Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

Leeds Town is installing Sidewalk, Curb & Gutter and Driveway Tie-ins on the North side of SR-228 between Mile Posts 1.25 and 1.55 per the attached estimate. UDOT is contributing financially with \$37,500 in Sidewalk funding (on a separate agreement) and \$60,000 in Region Contingency funds (this agreement). Leeds Town will procure and monitor the design and construction process in its entirety.

Costs to include:

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	<i>Leeds Town Sidewalk Improvements</i>			199,542.50
#2				
Estimated Total Cost				

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT (Fill in only if actual cost approach is not used.)	\$60,000
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Project Completion Date: TBD Billing must be submitted within 3 months of work completion date. Please submit invoices to Kathy Starks, UDOT Region 4 Project Manager for payment at kstarks@utah.gov or call Kathy at 801-699-0263 with any billing questions.

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$60,000

Provisions

Local Agency will include the UDOT's Work provided UDOT pays the actual costs incurred for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with UDOT's plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing

- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to Local Agency:

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

VII. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

This Agreement may be executed in counterparts by the parties.

VIII. Content Review:


Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

Leeds Town				Utah Department of Transportation Region 4			
By		Date		By		Date	
Mayor, Wayne Peterson				Clayton Wilson, Southwest District Engineer			
By		Date		By		Date	
Title/Signature of additional official if required				Rick Torgerson, Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

Leeds Town

Curb & Gutter and Sidewalk Project

Legend

 Leeds Market

Approx 1500 LF
New Sidewalk

Approx 830 LF
New C&G

Mesa-View Ave

Vista Ave

228

Google earth

© 2017 Google

400 ft



11/16/2017

State of Utah Mail - Leeds Main Street Project

Thank you,

Josh Nowell | Design Engineer

Main 435.865.1453

Cell 435.590.8931

ensigneng.com




CONFIDENTIALITY NOTICE: The content of this e-mail is confidential and proprietary privileged. If you are not the intended recipient, please destroy it.

 **8.10.17 Leeds Main Street Planset.pdf**
7222K

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LEEDS TOWN SIDEWALK IMPROVEMENTS

PROJECT TITLE: Leeds Town Sidewalk Improvements	PROJECT NUMBER: SU1204	
LOCATION: Leeds, Utah	DATE: October 4, 2017	
FOR: Town of Leeds	CHECKED BY: APPROVED BY:	
ESTIMATED BY: J. Nowell		

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1. Construction Estimate					
001	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00
002	Sawcut and Remove Existing Asphalt	L.F.	850	\$ 1.60	\$ 1,360.00
003	Clearing and Grubbing Site	L.S.	1	\$ 2,500.00	\$ 2,500.00
004	Sidewalk Installation (5'x1535')	S.F.	7700	\$ 5.00	\$ 38,500.00
005	30" Curb and Gutter Installation	L.F.	830	\$ 18.00	\$ 14,940.00
006	8" Untreated Base Course	S.F.	7700	\$ 1.75	\$ 13,475.00
007	7" Asphalt Installation	S.F.	7700	\$ 8.00	\$ 61,600.00
008	Driveway tie-ins	EA	8	\$ 2,000.00	\$ 16,000.00
009	Traffic Control	L.S.	1	\$ 5,000.00	\$ 5,000.00
Total					\$ 163,375.00
010	Contingency		10%		\$ 16,337.50
011	Survey		L.S.		\$ 4,000.00
012	Engineering Design/Construction Management (12%)		L.S.		\$ 19,830.00
Grand Total					\$ 199,542.50

UDOT Contingency Funds: \$102,100
 UDOT Safe Sidewalk Funds: \$37,500
 Leeds Town Funds: \$60,000
Total Funds: \$199,600

Contingency \$\$ - 51%
 Safe Sidewalk \$\$ - 19%
 Leeds Town \$\$ - 30%

<u>Road Name</u>	<u>Coverage</u>	<u>Length</u>	<u>Width</u>	<u>Square Ft.</u>
Eagle Street (Majestic Mtn.)	Main St. to east end of pavement	820	38	31160
Roundy Mtn. Road	Main St. to east end	1014	30	30420
Vista Ave.	Main St. to Silver Meadows Rd.	1693	28	47404
Mesa View Ave.	Vista Ave. to end	929	32	29728
Boulder Way	Vista Ave. to Babylon Mill Rd.	1321	25	33025
Silver Meadows Rd. N & E	Vista Ave. to end	1500	25	37500
Babylon Mill Rd.	Main St. to end	2205	30	66150
Cherry Ln.	Main St. to Valley Rd.	690	25	17250
Center St.	west end to Valley Rd.	1010	25	25250
Mulberry Ln.	west end to Valley Rd.	1110	25	27750
Pecan Ln.	west end to Main St.	540	23	12420
Valley Rd.	Babylon Mill Rd. to Mulberry Ln.	2823	20	56460
Cemetery Rd.	I-15S onramp to Silver Valley Rd.	1580	24	37920
Wonder Ln.	Silver Reef Rd. to end	3062	30	91860

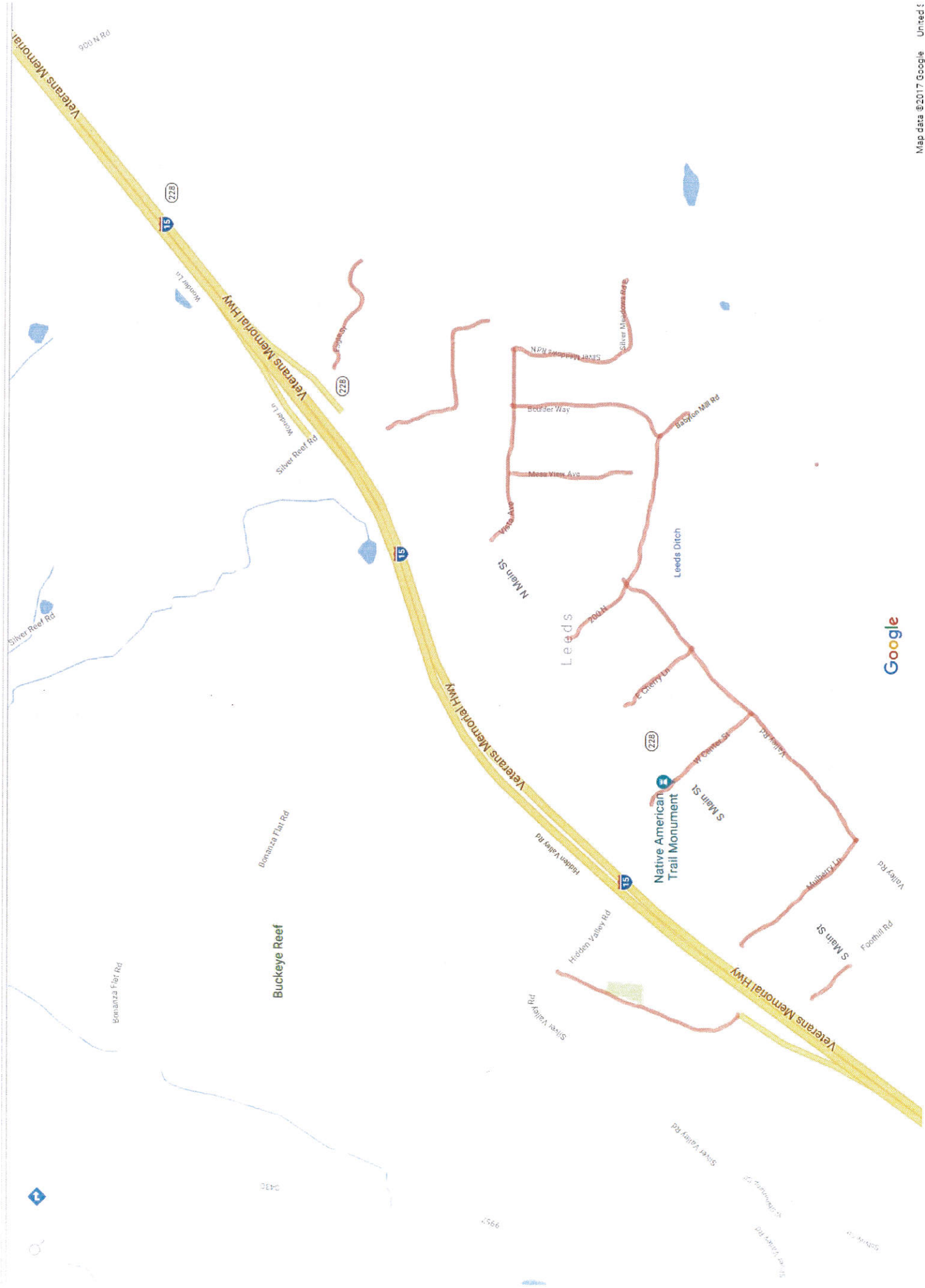
Total Map 1 of 2 544297

<u>Road Name</u>	<u>Coverage</u>	<u>Length</u>	<u>Width</u>	<u>Square Ft.</u>
Silver Crest Ct.	Mountain View Dr. to end	560	28	15680
Mountain View Dr.	Silver Crest Ct. to Canyon Creek Dr.	980	28	27440
El Dorado Ct.	Mountain View Dr. to end	1030	28	28840
Canyon Creek Dr.	Canyon Creek Ct. to Silverado Ct.	1315	28	36820
Silverado Ct.	Canyon Creek Dr. to end	835	28	23380
Canyon Creek Ct.	Canyon Creek Dr. to end	720	28	20160
Mountain Shadows Dr.	Canyon Creek Dr. to Silver Shadows Dr.	1245	28	34860
Silver Shadows Dr.	Bonanza Rd. to Mountain Shadows Dr.	450	28	12600
Bonanza Rd.	Silver Shadows Dr. to Silver Hills Rd.	2670	28	74760
Silver Hills Rd.	Silver Reef Rd. to Bonanza Rd.	1120	28	31360
Juniper Way & N. Juniper Cir.	Silver Reef Rd. to end	1800	28	50400
Deer Trail Dr.	Juniper Way to end	330	28	9240
High Desert Rd.	Silver Reef Rd. to end	970	28	27160
Quail Ct.	Silver Reef Rd. to end	280	28	7840
Silver Reef Dr.	Silver Reef Rd. to end	4802	24	115248
Wells Fargo Dr.	Silver Reef Dr. to end	1080	21	22680

Total Map 2 of 2 538468

Total Maps 1 & 2 1,082,765

glscomymaps/@37.2408697,-113.3592414,15.67z





City of Leeds

November 15, 2017

www.ahern.com

PROPOSAL

CASE, BACKHOE, MODEL 580M - SERIES 3, USED 2009

Loader Bucket Capacity	1.03 yd ³
Loader Breakout Force	11,212 lbs
Backhoe Bucket Width	24.0 in
Engine	445/M2, Tier 3
Power Mode	Diesel
Net Horsepower	84
Drive	4WD
Bucket	82 in w/Bolt on Edge
Controls	John Deere, Dual Lever
Auxiliary Hydraulics	
Back up Alarm	
Unit # 101111 approximate hours	1518.0

\$34,395.00
Plus Sales Tax & Freight

Lease Options

Payment to Own= 60 Months @ \$665.72 Plus Sales Tax & Freight

The financing quote provided is for well-qualified buyers and is subject to credit approval by Summit Funding Group Inc. d/b/a Xtreme Financial Services. It is not a commitment to financing and all transactions are subject to review, documentation, and other conditions as the credit approval may require. Other terms and programs are available to meet your requirements. All sales are subject to the seller's terms and conditions of sale, available upon request.

FOB: North Las Vegas, NV (estimated freight to STG \$550.00)

Warranty: 30 Days Functional

Proposal valid for 30 days

TERMS: C.O.D. (Unless alternate arrangement is approved prior to delivery)

Accepted by:

City of Leeds

Cameron Esplin, Sales Representative
(435) 705-0335

Ahern Rentals reserves the right to make price, specification, and/or equipment changes without prior notification.
When paying by credit card an additional fee 2.75% will apply.

Return by email or submit by fax (702) 749-4001



City of Leeds

November 15, 2017

www.ahern.com

PROPOSAL

CASE, BACKHOE, MODEL 580SN, USED 2012

Loader Bucket Capacity	1 yd ³
Dig Depth	14 ft 5 in
Drive	4WD
Engine	Diesel - 95 hp
Controls	John Deere - Dual Levers
Bucket	Multi-purpose, 4 N 1
Backhoe Stick	Extendable
Loader Bucket Capacity	1.01 cu yd (loaded)
Enclosed Cab	Heat/AC
Unit # 126137 approximate hours	1621.80

\$59,995.00
Plus Sales Tax

Taxes & fees are estimates only and are subject to change

Lease Options

Payment to Own = 60 Months @ \$1,161.21 Plus Sales Tax & Freight

The financing quote provided is for well-qualified buyers and is subject to credit approval by Summit Funding Group, Inc. d/b/a Xtreme Financial Services. It is not a commitment to financing and all transactions are subject to review, documentation, and other conditions as the credit approval may require. Other terms and programs are available to meet your requirements. All sales are subject to the seller's terms and conditions of sale, available upon request.

FOB: Las Vegas, NV (estimated freight to STG \$550.00)

Warranty: 30 Days Functional

Proposal valid for 30 days

TERMS: C.O.D. (Unless alternate arrangement is approved prior to delivery)

Accepted by:

City of Leeds

Cameron Esplin, Sales Representative
(435) 705-0335

Ahern Rentals reserves the right to make price, specification, and/or equipment changes without prior notification.

When paying by credit card an additional fee 2.75% will apply.

Return by email or submit by fax (702) 749-4001

Recommend we consider the following:

- Eliminate reference to this ordinance declaring an emergency
- Use the Utah code definition of nuisance
- Eliminate any nonconsensual access to property to avoid a possible trespass\
- Define only one type of nuisance, rather than a nuisance and a public nuisance (This would eliminate requirements of at least 3 persons being offended)
- Make the owner of property ultimately responsible for any expenses of abating a nuisance

ORDINANCE NO.

AN ORDINANCE REGULATING NUISANCES WITHIN THE TOWN OF LEEDS

WHEREAS, the Town of Leeds, Utah (“Town”) is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law;

WHEREAS, the Town has legal authority, pursuant to Title 10, Chapter 8, Section 60, Utah Code Annotated, as amended, to declare what is a nuisance, provide for the abatement of the same, and to provide for criminal and civil action to be taken against persons who create, continue or suffer nuisances to exist; and

WHEREAS, the Town has found it to be in the best interest of the public to regulate nuisances.

NOW THEREFORE, the Town Council hereby ordains as follows.

0-2-1. **DEFINITIONS.** The following words and phrases used in this chapter shall have the following meanings unless a different meaning clearly appears from the context:

ABATEMENT: The removal, stoppage, prostration or destruction of that which causes or constitutes a nuisance ~~or public nuisance, whether by breaking or pulling it down, or otherwise destroying or effacing it.~~

JUNK: Any ~~{or all}~~ worn out, cast off, destroyed or discarded article or material which is ready for destruction, ~~disposal, or salvage has been collected and stored for salvage or conversion to some other use. Any article or material which, unaltered, unchanged and without further reconditioning, can be used for its original purpose as readily as when new, shall not be considered "junk".~~

JUNK CARS: Any ~~used car or~~ motor vehicle not in the process of reconditioning ~~or repair~~, which has been abandoned for use as a motor vehicle on a public highway and which is in unsafe operating condition and shall have remained in such condition for a period in excess of thirty (30) days; or portions of a junk cars, such as hoods, fenders, radiators, rims, motors, hubcaps, ~~tires~~ etc.,

not being ~~immediately timely~~ utilized in the repair of a motor vehicle.

~~NUISANCE: Any item, thing, manner or condition whatsoever that is dangerous to human life or health, or renders soil, air, water or food impure or unwholesome~~

~~A nuisance is anything which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.~~

~~OWNER: The person, firm or corporation in whose name property is listed in the records of the county recorder's office for Washington County, Utah.~~

~~PERSON: An individual, trust, firm, estate, company, corporation, partnership, association, state, state or federal United States, government agency or entity, municipality, commission, or political subdivision of a state.~~

~~PROPERTY: Any real property, premises, or structure, whether privately or publicly owned or location on which a nuisance or public nuisance is alleged to exist.~~

~~PUBLIC NUISANCE:~~

~~A. An offense against the order and economy of the Town and consists in unlawfully doing an act or omitting to perform any duty, which act or omission:~~

~~1. Annoys, injures or endangers the comfort, repose, health or safety of three (3) or more persons;~~

~~2. Offends public decency;~~

~~3. Unlawfully interferes with, obstructs or renders dangerous for passage any lake, stream, canal, public street, park, square or highway; or~~

~~4. In any way renders three (3) or more persons insecure in life or the use of property.~~

~~B. An act which affects three (3) or more persons in any of the ways specified in this section is still a public nuisance regardless of the extent to which the annoyance or damage inflicted on individuals is unequal.~~

~~C. If any condition designated herein as an offense against the order and economy of the Town is determined by the fire authority to constitute a fire hazard, or is determined by the law enforcement authority to constitute a safety hazard, or is determined by the state division of health to be a health hazard, there shall be a rebuttable presumption that such act or omission is within the designations of subsection A of this section.~~

~~RUBBISH: Means and includes wire, chips, shavings, boxes, barrels, rags, bottles, broken glass,~~

crockery, tin, cast or wooden ware, iron, stumps, tree trunks, paper circulars, handbills, boots, shoes, ashes, trash, or any similar waste material.

0-2-2. **VIOLATION.** Any person, whether as owner, agent, or occupant who creates, maintains, allows or aids in creating, maintaining or allowing, or contributes to a ~~nuisance or public nuisance~~, or who supports, continues, or retains a nuisance as proscribed in this chapter ~~or a public nuisance~~, is guilty of a class B misdemeanor. ~~Each day that any violation occurs shall constitute a separate offense for each successive day the nuisance or public nuisance is continued.~~ . Each day's violation of a provision of this chapter constitutes a separate offense. The abatement of a nuisance is not a penalty for violation of this chapter but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate a nuisance.

0-2-XX THE FOLLOWING SHALL CONSTITUTE A NUISANCE:

0-2-3. **REFUSE IN PUBLIC STREETS AND OTHER PUBLIC AREAS.** It shall be unlawful for any person ~~intentionally or carelessly~~ to throw, cast, put into, drop or leave in any street, gutter, sidewalk or public place any stones, gravel, sand, dirt, debris, garbage, leaves, lawn or tree clippings, paper material, handbills, ashes, rubbish of any kind, or any other item, material, or ~~similar substance which shall either constitute a nuisance as designated herein, which shall interfere with the free and unobstructed use and movement of either traffic or water on a public street or right of way in the opinion of a police officer, or which shall constitute a fire hazard in the opinion of the Fire District.~~

0-2-4. **OFFENSIVE CONDITION OR REFUSE ON PRIVATE PROPERTY.** It shall be unlawful for any person to maintain, or allow to be maintained, ~~Whenever there shall be found~~ on or about any lot or parcel of property, whether vacant or occupied, any garbage, refuse, junk, used materials and merchandise, effluvia, kitchen waste, trash, inoperable motor vehicles, broken machinery, or other unsightly or deleterious objects or conditions, such as old tin, aluminum and iron cans and containers, old wood and paper boxes, scrap iron, wire, rope, cordage, bottles, bags and bagging, rubber and rubber tires, scrap vehicle bodies, engines, and parts thereof, paper, wood shavings, and all used and castoff articles or material, including scrap lumber, plaster, concrete, brick, cement, glass, other building materials, branches, leaves, yard trimmings, ~~or similar items or conditions. conditions that are offensive to the order and economy of the Town, they shall be deemed a nuisance.~~

0.2.5. ~~RANK AND NOXIOUS WEEDS.~~ **NOXIOUS GROWTH:** It shall be unlawful for any person to permit weeds or other noxious vegetation to grow upon property. It shall be the duty of an owner or person in charge of the property to cut down or to destroy grass, shrubbery, brush, bushes, weeds, or other noxious vegetation as often as needed to prevent them from becoming unsightly, from becoming a fire hazard, or, in the case of weeds or other noxious vegetation, from maturing, or from going to seed. ~~Whenever there shall be found on or about any property, whether vacant or occupied, any rank or noxious weeds, grass or other growth which constitute an existing or potential fire hazard, such growth shall be deemed a nuisance.~~ Any weed listed on the Washington County Weed Abatement list as a noxious weed shall be deemed a nuisance when such is growing on property. ~~Abatement shall be accomplished by diseing or~~

~~plowing the property or by County authorized spraying, or by cutting the weeds to within four (4) inches of the ground, or as otherwise directed by employees of the Washington County Weed Abatement Department. Follow up weed removal shall be conducted as necessary.~~

0.2.6. **DEAD ANIMALS.** It shall be unlawful to allow any dead domestic animal to remain on property unburied or not otherwise disposed more than two (2) days after its death. It is the responsibility of the owner, agent or occupant of property, or other person responsible for such any domestic animal which dies, to bury or otherwise dispose of it within two (2) days after death. ~~If the person shall fail to do so within the time herein provided, such omission shall be deemed a nuisance.~~ If the owner or other person responsible for such an animal cannot be found, ~~it is the duty of the animal control officer to bury the dead animal. In such event,~~ the Town shall take measures to bury or dispose of the animal and shall be entitled to reimbursement from the owner, ~~agent or occupant~~ of the property for all expenses incurred. ~~or the owner of the dead animal.~~

0.2.7. **INFESTATION.** It shall be unlawful for any person to maintain a condition within the Town which unreasonably promotes or encourages ~~the~~ a breeding area for breeding of flies, mosquitos, rats or other form of animal life which may be disease carriers , and the same shall constitute a nuisance.

0.2.8. **NOISES.** ~~It shall be unlawful and constitute a nuisance, for any person~~ It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise, or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, ~~within the limits of the Town.~~ Such prohibited noises include, but are not limited to, ~~The following acts when prolonged, unusual and unnatural in their time, place and use, are deemed a detriment to the public health, comfort, convenience, safety, welfare and prosperity:~~ horns, radios, stereos, loudspeakers, yelling or shouting, exhausts, motor vehicles, drums or musical instruments, construction equipment, airplanes or blasting.

0.2.9. **BARKING DOGS.** It shall be unlawful for any person to keep any dog which by barking, howling or yelping, or by any other action, constitutes a nuisance.

0.2.10. **GARBAGE; IMPROPER PLACEMENT.** It shall be unlawful to place ~~Placement of~~ garbage at curbside or in other than a protected area ~~shall be considered a nuisance within the meaning of this chapter,~~ except during the period of twenty four (24) hours preceding ~~or following~~ scheduled collection of such garbage. On garbage collection days, garbage and waste placed at curbside ~~must shall~~ be contained within bags, cans or other receptacles, unless the trash material is of such size and nature that it would not be practical to fully enclose it.

0.2.11. **TRASH, JUNK, INOPERABLE VEHICLES, VESSELS, AND SIMILAR MATERIALS.** It shall be unlawful for any person to allow ~~No~~ trash, rubbish, ~~noxious growth,~~ weeds or other combustible material ~~shall be allowed~~ to remain on any lot outside of approved containers in any residential zone. ~~Or to allow-No~~ junk, debris, abandoned, inoperable, junk or dismantled vehicles or vessels or vehicle or vessel parts or similar materials ~~shall to~~ be stored ~~or allowed~~ to remain on any lot in any residential ~~or commercial~~ zone. ~~Failure to abide by~~

~~this section constitutes a nuisance.~~

~~0.2.12. **DUTY TO LOCATE; RIGHT OF ENTRY.** The Mayor shall designate the person or persons to be charged or entrusted with the duty of enforcing this ordinance. Such person(s) shall locate and discover all nuisances and public nuisances which may offend the order and economy of the Town, and they shall have authority, by themselves or by their agents, in the daytime, to enter upon any lot or other premises, or any building or structure, in order to inspect and examine the same for the purpose of determining whether or not any conditions, nuisances, or public nuisances exist which are prohibited by this chapter.~~

0.2.13. **ABATEMENT PROCEDURES.** The following procedure shall be followed by the Town in seeking to abate a nuisance ~~or public nuisance.~~

A. Notice To Abate: The Town shall notify ~~may~~ in writing the owner, ~~agent or occupant of~~ any property within the Town upon which a nuisance ~~or public nuisance~~ may be found, ~~or~~ and it may ~~also~~ notify such other person who causes or permits a nuisance ~~or public nuisance~~ to exist, advising that there is a nuisance ~~or public nuisance~~, describing the same, and requiring the ~~nuisance or public nuisance~~ to be abated in a manner described in the notification within ten (10) days after receipt thereof, unless some other time is specified in the notice. Notice shall be given by personal delivery or by certified mail to the last known address of the owner, ~~agent or occupant~~ of the property. Failure to give notice as provided herein shall not relieve the ~~owner or person responsible~~ for the ~~author of a~~ nuisance ~~or public nuisance~~ from the obligation to abate such nuisance ~~or public nuisance~~, or from the penalty provided herein for violation of this ~~the maintenance of that nuisance or public nuisance~~ ordinance..

B. Publication: If service of such notice is unable to be perfected by any of the methods described in subsection A of this section, a copy of the aforesaid notice shall be published in a newspaper of general circulation in the county, once a week for three (3) consecutive weeks, and a copy of the aforesaid notice shall be left with the ~~person individual~~, if any, in possession of such property on which it is alleged such nuisance or public nuisance exists, or if there is no ~~individual person~~ in possession thereof, a copy of the notice shall be posted at such property, structure, location or premises.

C. Demand For Hearing: The owner or occupant of the property who has been served with a notice pursuant to this chapter that a nuisance ~~or public nuisance~~ exists and that it must be abated within ten (10) days, may, within seven (7) calendar days after receipt of such notice, make a written demand to the Town Recorder for a hearing on the question of whether a nuisance ~~or public nuisance~~ in fact exists. The hearing shall be held as soon as practicable following receipt by the Town Recorder of the written demand, and at least two (2) days' notice of the hearing shall be given to the ~~individual person~~ who made the written demand for hearing.

D. Conduct Of Hearing: The Town Council shall conduct the hearing. The Town Council may amend or modify the notice and/or extend the time for compliance with the notice by the owner

or occupant of the property by such date as ~~the majority of~~ the Town Council may determine.

E. Evidence: The owner, agent of the owner, and occupant, if any, of the subject property shall be given the opportunity to present evidence to the Town Council in the course of the hearing.

F. ~~Refusal Failure~~ To Abate: Upon the failure, neglect or refusal of any person to abate a nuisance ~~or public nuisance~~ after notice in writing has been given, the Town is hereby authorized and empowered to order the ~~disposal abatement~~ of the nuisance ~~or public nuisance~~, or to pay for the ~~disposing abatement~~ of the same. When the Town effects ~~removal abatement~~ of a nuisance ~~or public nuisance~~, or pays for such removal, the actual cost thereof, plus accrued interest at the rate of twelve percent (12%) per annum from the date of the completion of the work, shall be charged to the owner of the property on which the nuisance ~~or public nuisance~~ existed. The Town may cause a sworn statement to be recorded in the office of the county recorder showing the cost and expense incurred for the work, the date the work was done, and the location of the property on which the work was done. Such recordation of the sworn statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest, plus collection costs, if any, until final payment has been made. A sworn statement recorded in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily, and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property ~~designated or~~ described in the statement and that the same is due and collectible as provided by law.

G. Record Owner Responsible: Any person who is the record owner of the property, ~~premises, location or structure~~ at the time a notice is issued pursuant to this chapter, shall be responsible for complying with that notice and liable for any costs incurred by the Town, notwithstanding the fact that ~~he~~ ~~such owner has conveyed~~ ~~conveys his interests in~~ the property to another, ~~whether before or~~ after such notice was issued and served.

H. Collection by Suit: In the event the owner, ~~agent or occupant~~ fails to make payment of the amount set forth in such statement to the county treasurer within twenty (20) days of the date of mailing of the statement to the owner, ~~agent or occupant~~, the Town may cause suit to be brought in an appropriate court of competent jurisdiction. In the event collection of expenses for the abatement of any nuisance ~~or public nuisance~~ are pursued through the court, the Town shall sue for and be entitled to receive judgment for all expenses for the ~~abatement destruction and removal~~ of the nuisance ~~or public nuisance~~ together with reasonable attorney fees, interest and court costs. The Town may execute upon such judgment in the manner provided by law.

I. Town Not Civilly Liable: Neither the Town, nor its officers, agents, employees or attorneys, shall be civilly liable to any owner or occupant or person having an interest in real property for the ~~removal abatement~~ of a nuisance ~~or public nuisance~~ under the provisions of this chapter.

0.2.14. **LEGAL ACTION TO ABATE NUISANCES.** The Town attorney, upon direction of the Town Council, ~~or by his own volition,~~ may institute an action in the name of the Town to abate a nuisance ~~or public nuisance~~. The action shall be brought in the Fifth District Court of the

State of Utah, Washington County and shall be in the form prescribed by the Rules of Civil Procedure of the State of Utah for injunctions. No bond is required to be posted with respect to the action. A person who knowingly violates any judgment or order abating or otherwise enjoining a nuisance ~~or public nuisance~~ is guilty of a class B misdemeanor.

0.2.15. **REMEDIES SEPARATE AND CUMULATIVE.** In seeking to abate nuisances ~~or public nuisances~~, the Town may commence a criminal action against the owner, agent or occupant of the property, may give notice to abate as set forth above and thereafter abate the nuisance ~~or public nuisance~~ upon the owner's, agent's or occupant's failure to do so, ~~or and also~~ may commence a civil action for abatement as set forth above. These remedies are **separate and cumulative**, and the Town may pursue any or all of such remedies ~~simultaneously~~.

0.2.XX SUMMARY ABATEMENT

The procedures for abatement provided by this chapter are not exclusive. In addition to procedures provided by this ordinance, the health officer, the Fire Chief, or the Police Chief having jurisdiction over the Town may proceed summarily to abate an existing health, fire or safety nuisance which endangers human life or property.

~~EFFECTIVE DATE. An emergency is hereby declared, the preservation of peace, health and safety of Leeds and the inhabitants thereof so requiring. Immediately after its adoption, this ordinance shall be signed by the Mayor and Town Recorder and shall be recorded in the ordinance book kept for that purpose. This ordinance shall take effect immediately upon its passage and approval.~~

This Ordinance shall be effective _____, 2017.

TOWN OF LEEDS

ATTEST:

Wayne D. Peterson
Mayor

Kristi Barker
Town Clerk

Council Member Elliott Sheltman voted	Aye _____	Nay _____
Council Member Nate Blake voted	Aye _____	Nay _____
Council Member Angela Rohr voted	Aye _____	Nay _____
Council Member Ron Cundick voted	Aye _____	Nay _____
Mayor Wayne D. Peterson voted	Aye _____	Nay _____